MOTION FILED
MAY 10 1990

No. 89-1590

IN THE

Supreme Court of the United States

OCTOBER TERM, 1989

NEW YORK STATE DEPARTMENT OF LABOR, THOMAS F. HARTNETT, Commissioner of Labor of the State of New York; CHARLES DROBNER, Director of Public Works, New York State Department of Labor; ROBERT ABRAMS, Attorney General of the State of New York,
Petitioners,

v.

GENERAL ELECTRIC COMPANY,
Respondent.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Second Circuit

MOTION OF THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT, AFL-CIO, FOR LEAVE TO FILE A BRIEF AMICUS CURIAE AND BRIEF AMICUS CURIAE OF THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT, AFL-CIO, IN SUPPORT OF THE PETITIONERS

LAURENCE J. COHEN
TERRY R. YELLIG
SHERMAN, DUNN, COHEN, LEIFER & YELLIG, P.C.
Suite 801
1125 15th Street, N.W.
Washington, D.C. 20005
(202) 785-9300

GERALD M. FEDER
DAVID R. LEVIN *
FEDER & ASSOCIATES
Suite 600
1350 Connecticut Ave., N.W.
Washington, D.C. 20036
(202) 955-8305

Attorneys for the Building and Construction Trades Department, AFL-CIO

* (Counsel of Record)

Dated: May 10, 1990

WILSON - EPES PRINTING CO., INC. - 789-0096 - WASHINGTON, D.C. 20001

IN THE

Supreme Court of the United States

OCTOBER TERM, 1989

No. 89-1590

NEW YORK STATE DEPARTMENT OF LABOR, THOMAS F. HARTNETT, Commissioner of Labor of the State of New York; CHARLES DROBNER, Director of Public Works, New York State Department of Labor; ROBERT ABRAMS, Attorney General of the State of New York,

Petitioners,

v.

GENERAL ELECTRIC COMPANY,

Respondent.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Second Circuit

---

MOTION OF THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT, AFL-CIO, FOR LEAVE TO FILE A BRIEF AMICUS CURIAE

To the Honorable Chief Justice and Associate Justices of the Supreme Court of the United States:

Pursuant to Rule 37 of the Rules of this Court, the Building and Construction Trades Department, AFL-CIO, respectfully moves for leave to file the accompanying brief *amicus curiae* urging review of the decision below. Petitioners have consented to the filing of this brief; respondent has not.

INTEREST OF THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT

The Building and Construction Trades Department, AFL-CIO, is an unincorporated labor organization composed of fifteen national and international building and construction trades unions representing nearly four million laborers and mechanics employed in the construction industry.* Many of these workers are employed on projects to construct public buildings and public works financed in whole, or in part, by state monies.

Many states have adopted laws which require contractors and subcontractors on such projects to pay their laborers and mechanics not less than the dollar value of wages and fringe benefits determined to be prevailing in the locality where the state-funded public building or public work is constructed.

Under New York's prevailing wage laws, employers on public works projects are not required to make contributions to fringe benefit plans; they are not required to establish fringe benefit plans; they are not even re-

---

* The fifteen constituent unions are:

International Association of Heat and Frost Insulators and Asbestos Workers; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; International Union of Bricklayers and Allied Craftsmen; United Brotherhood of Carpenters and Joiners of America; International Brotherhood of Electrical Workers; International Union of Elevator Constructors; International Association of Bridge, Structural and Ornamental Iron Workers; Laborers' International Union of North America; International Union of Operating Engineers; Operative Plasterers' and Cement Masons' International Association of the United States and Canada; International Brotherhood of Painters and Allied Trades; United Union of Roofers, Waterproofers and Allied Workers; Sheet Metal Workers' International Union; International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; and, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

quired to provide fringe benefits. Rather, employers are required to provide their employees with the dollar value of the wage and fringe benefit supplements prevailing in the jurisdiction of the public works project. This requirement can be satisfied through either cash wages alone or a combination of cash wages and fringe benefit payments.

The purposes of state prevailing wage laws are: (1) to protect local wage standards by preventing contractors from basing their bids on wages lower than those prevailing in the area and, (2) to equalize competition among all contractors in bidding on state-funded construction contracts by equalizing labor costs. As such, state prevailing wage laws are designed for the benefit of the construction workers who are represented by the Building and Construction Trades Department, AFL-CIO, and its affiliated national and international unions.

The Building and Construction Trades Department, AFL-CIO, is keenly interested in any judicial decision which undermines the protections afforded by state prevailing wage laws. The holding of the court below establishes a precedent which, unless reviewed, will place in question the ability of the State of New York, and nearly every other state that includes the dollar value of fringe benefits in its determination of the "prevailing wages," to administer and enforce its prevailing wage law.

FACTS AND QUESTIONS OF LAW DEVELOPED BY THE BCTD

The Building and Construction Trades Department's brief focuses on issues which it believes may not be presented elsewhere, including:

(a) The particularly adverse impact that the holding below will have on construction workers represented by the Department; and

(b) The fundamental conflict between the decision below and the decisions of this Court and prior decisions of the Second Circuit, with respect to ERISA preemption and the Tenth Amendment to the United States Constitution.

The Building and Construction Trades Department, therefore, moves for leave to file the accompanying brief *amicus curiae*.

Respectfully submitted,

LAURENCE J. COHEN
TERRY R. YELLIG
SHERMAN, DUNN, COHEN,
LEIFER & YELLIG, P.C.
Suite 801
1125 15th Street, N.W.
Washington, D.C. 20005
(202) 785-9300

GERALD M. FEDER
DAVID R. LEVIN *
FEDER & ASSOCIATES
Suite 600
1350 Connecticut Ave., N.W.
Washington, D.C. 20036
(202) 955-8305

Attorneys for the Building and Construction Trades Department, AFL-CIO

Dated: May 10, 1990

* (Counsel of Record)

TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	ii
INTEREST OF THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT	2
SUMMARY OF REASONS FOR REVIEW	2
REASONS FOR REVIEW	3
CONCLUSION	11

TABLE OF AUTHORITIES

CASES: Page

Action Electrical Contractors Co. v. Goldin, 485 N.Y.S.2d 241 (1984) 6, 9
AEtna Life Insurance Co. v. Borges, 869 F.2d 142 (2d Cir. 1989) 9
Alessi v. Raybestos-Manhattan, 451 U.S. 504 (1981) 4
Brang Co. v. State University Const. Fund, 365 N.Y.S.2d 914 (1975) 4
Calder v. Bull, 3 U.S. (3 Dall.) 388 (1798) 5
Campbell v. City of New York, 244 N.Y. 317 (1927) 4
Fort Halifax Packing Co. v. Coyne, 482 U.S. 1 (1987) 5, 7
Hewlitt-Packard Co. v. Barnes, 571 F.2d 502 (9th Cir. 1978) 5
Massachusetts v. Morash, 490 U.S. ——, 104 L.Ed.2d 98 (1989) 8
Metropolitan Life Ins. Co. v. Massachusetts, 471 U.S. 724 (1985) 4, 8
Rebaldo v. Cuomo, 749 F.2d 133 (2d Cir. 1984) 9
Schultz v. Nat. Coalition of Hispanic M.H.H.S. Org., 678 F. Supp. 936 (D.D.C. 1988) 5
Shaw v. Delta Air Lines, 463 U.S. 85 (1983) 9
Silverman v. Browning, 414 F. Supp. 80 (D. Conn. 1976) 5
Texas v. White, 74 U.S. (7 Wall.) 700 (1869) 7
Train v. Colorado Public Interest Research Group, 426 U.S. 1 (1976) 4
United States v. American Trucking Ass'ns., 310 U.S. 534 (1940) 5
Universities Research Assoc. v. Coutu, 450 U.S. 754 (1981) 8

STATUTES:

29 U.S.C. §§ 1021-31 10
29 U.S.C. §§ 1051-86 10
29 U.S.C. §§ 1104-14 10
Davis-Bacon Act, 40 U.S.C. § 276a, *et seq.* (1986) 8

TABLE OF AUTHORITIES—Continued

Page

New York Labor Law Section 220 (McKinney 1986) ..... *passim*

LEGISLATIVE MATERIALS:

S. Rep. No. 963, 88th Cong., 2d Sess. (1964) 8

IN THE

Supreme Court of the United States

OCTOBER TERM, 1989

No. 89-1590

NEW YORK STATE DEPARTMENT OF LABOR, THOMAS F. HARTNETT, Commissioner of Labor of the State of New York; CHARLES DROBNER, Director of Public Works, New York State Department of Labor; ROBERT ABRAMS, Attorney General of the State of New York,
Petitioners,

v.

GENERAL ELECTRIC COMPANY,
Respondent.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Second Circuit

---

BRIEF AMICUS CURIAE OF THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT, AFL-CIO, IN SUPPORT OF THE PETITIONERS

The Building and Construction Trades Department, AFL-CIO, (the "Department") submits this brief *amicus curiae* to urge the Court to review the decision below that ERISA preempts a New York prevailing wage law that does not require an employer to establish, maintain,

or modify an employee benefit plan, or even to pay fringe benefits to its employees.

INTEREST OF THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT

The nature and purpose of the Department are set forth in the accompanying Motion for leave to file this brief. As set forth herein, the Department submits that the decision below will have a significant adverse effect upon construction workers for whose benefit state prevailing wages laws have been enacted. The result of the decision below is the effective nullification of New York's entire prevailing wage law. The decision portends a similar negative impact on the prevailing wage laws of over 30 other states that consider the value of fringe benefits in their wage calculations.

SUMMARY OF REASONS FOR REVIEW

States have traditionally determined the prevailing wages that are paid on state-funded public works projects. New York Labor Law Section 220 (McKinney 1986) is such a prevailing wage law, which includes the value of cash wages and fringe benefits prevailing in the applicable jurisdiction. The highest court in New York has interpreted Section 220 and held that its requirements can be satisfied with cash wages, and that it does not require an employer to provide fringe benefits. The court below has reinterpreted New York law, seemingly without regard to the Tenth Amendment, and held it preempted under ERISA. In so holding, the court ignored its own decisional law and misinterpreted the decisions of this Court. The decision below jeopardizes the long-standing policy of New York and a majority of the states to provide a minimum level of compensation on public works projects.

REASONS FOR REVIEW

Fringe benefit contributions constitute an increasing percentage of the total compensation package offered to employees. In the Rochester, New York area, for example, fringe benefits (known as "supplements") constitute 15 to 30 percent of the value of the total compensation package for employees in the construction trades.[1]

If contractors from outside a particular locality are not required to pay the value of the prevailing rate of wages —including the value of supplements—the overall labor

[1] For employees represented by the Rochester, New York Building and Construction Trades Council, AFL-CIO, the following lists the total dollar value of the supplements provided under their collective bargaining agrements, and the percentage of the total compensation package which those supplements represent:

Union	Total Dollar Value of Supplements	Percentage of Total Wage Package
Asbestos Removers Local 202	3.20	16.5
Asbestos Workers Local 26	6.09	24.2
Boilermakers Lodge 7	7.20	28.0
Bricklayers Local 11	7.80	31.0
Carpenters Local 85	6.19	31.0
Cement Finishers Local 11	7.80	31.0
Electrical Workers Local 86	5.05	20.2
Elevator Constr. Local 27	7.695	28.3
Floor Layers Local 732	5.395	25.6
Glaziers Local 677	4.63	21.6
Iron Workers Local 33	6.80	27.1
Laborers Local 435	5.41	28.4
Lathers Local 85	6.26	26.1
Millwrights Local 1163	7.10	28.4
Operating Eng. Local 832	7.125	28.4
Painters Local 150	5.52	24.0
Plumbers Local 13	6.22	23.9
Roofers Local 22	3.28	15.0
Sheet Metal Workers Local 46	7.26	28.2
Teamsters Local 398	2.90	14.5
Technical Eng. Local 545D	6.35	26.8
Tile & Marble Mech. Local 11	6.31	25.0

costs for those contractors will be significantly lower than the labor costs prevailing for local contractors. The result will be to place those local contractors, which are contractually required to provide fringe benefits to their workers, at a competitive disadvantage in bidding on public works projects. This is exactly what the legislature sought to prevent when it amended the New York prevailing wage statute to include the value of supplements in the calculation of the value of the prevailing wage.

The effect of the decision below is to allow nonlocal and nonunion contractors to pay their employees a total compensation package substantially lower in value than the prevailing rate, in contravention to the state's longstanding policy "to insure that workmen on public projects will receive an adequate wage," and to afford "protection to a contractor by giving him some foreknowledge of potential labor costs when bidding on such projects." *Brang Co. v. State University Const. Fund*, 365 N.Y.S.2d 914 (1975). *See Campbell v. City of New York*, 244 N.Y. 317 (1927).

Judicial analysis of ERISA's preemption provision, 29 U.S.C. § 1114, begins with the presumption that state laws are not preempted by federal statute in the absence of persuasive evidence to the contrary. *Metropolitan Life Ins. Co. v. Massachusetts*, 471 U.S. 724, 741 (1985); *Alessi v. Raybestos-Manhattan*, 451 U.S. 504, 522 (1981). Having concluded that ERISA's preemption provision is "not a model of legislative drafting," *Metropolitan Life*, 471 U.S. at 739, this Court consistently turns to the legislative history of ERISA for guidance.[2]

---

[2] The Court has on numerous occasions expressed its general dissatisfaction with any "plain meaning" rule: "When aid to construction of the meaning of words, as used in the statute, is available, there certainly can be no 'rule of law' which forbids its use, however clear the words may appear on 'superficial examination.'" *Train v. Colorado Public Interest Research Group*, 426 U.S. 1, 10 (1976)

Most recently, the Court has highlighted that ERISA preemption reflects Congressional "concern about the effect of state regulation on the administration of benefit programs," *Fort Halifax Packing Co. v. Coyne*, 482 U.S. 1, 10 (1987). "The focus of the statute thus is on the administrative integrity of benefit plans. . . ." *Fort Halifax*, 482 U.S. at 15. The Court held that ERISA does not preempt a state statute that "creates no impediment to an employer's adoption of a uniform benefit administrative scheme * * * [or that] presents no risk either that an employer will evade or that a state will dislodge otherwise applicable federal regulatory requirements," *Fort Halifax*, 482 U.S. at 14-17. Thus, "the cases stressing the broad reach of the ERISA preemption clause also stress that common sense should not be left at the courthouse door." *Schultz v. Nat. Coalition of Hispanic M.H.H.S. Org.*, 678 F. Supp. 936, 938 (D.D.C. 1988).

The preemption of state law under ERISA is a valid exercise of Congress' power under the Commerce Clause[3] and does not violate the Tenth Amendment to the Constitution. However, the necessary predicate to determining whether ERISA preempts a state law is a determination of the meaning of the state law. And, the interpretation of state law has long been recognized as being committed to the states under the Tenth Amendment. *See Calder v. Bull*, 3 U.S. (3 Dall.) 388 (1798). "Absent proof of prejudice or abuse of discretion, the state courts must be presumed to act in good faith and with judicial wisdom. . . ." *Silverman v. Browning*, 414 F. Supp. 80, 88 (D. Conn.), *aff'd*, 429 U.S. 876 (1976). Notwithstanding the foregoing, in the instant case, the Second Circuit has seemingly rejected the interpretation

---

quoting United States v. American Trucking Ass'ns., 310 U.S. 534, 543-44 (1940).

[3] *See, e.g., Hewlitt-Packard Co. v. Barnes*, 571 F.2d 502 (9th Cir.), *cert. denied*, 439 U.S. 831 (1978).

of New York law by the highest court in New York[4] and has held that its own Second Circuit reinterpretation of New York law is preempted by ERISA.

In *Action Electrical*, the highest court in New York interpreted New York Labor Law Section 220 and held that Section 220's "requirement will be fulfilled when employees are supplied with the cash equivalent of the cost of obtaining the prevailing benefits *or* by providing an equivalent benefit plan, *or* by a combination of benefits and cash," 485 N.Y.S.2d at 242 (emphasis supplied). To deny that the New York State law permits an employer to satisfy its obligation totally by payments in cash without resort to payments from any benefit plan, is "an arbitrary and irrational interpretation of the statute," *Action Electrical*, 485 N.Y.S.2d at 245.

Notwithstanding the New York judicial interpretation of New York law to permit an employer to satisfy the prevailing wage without resort to establishing, maintaining, or modifying any kind of fringe benefit plan, the court below transmogrified the New York law, claiming that Section 220 "prescribes either the type and amount of an employer's contributions to a plan; the rules and regulations under which the plan operates; [and] the nature and amount of the benefits provided thereunder," 891 F.2d at 29 (citations omitted). To reach its conclusion, the court below apparently rejected the plain interpretation of New York law by the highest court in New York.

The New York high court acknowledged that "[s]uperficially, the statute appears clear; an employer must provide supplements. In application, however, the statute's ambiguity becomes obvious. . . ." *Action Electrical*, 485 N.Y.S.2d at 244. The New York court reviewed the legislative history of Section 220, finding "only a concern to

[4] *See Action Electrical Contractors Co. v. Goldin*, 485 N.Y.S.2d 241 (1984).

equalize contractors' minimum labor costs," 485 N.Y.S.2d at 245, rather than any prohibition against an employer paying its employees in cash the total dollar value of the prevailing wage package.

Rather than deferring to the State's interpretation of its own statute, the Second Circuit assumed the role of interpreter of New York law. In so doing, the Second Circuit blinked past the Tenth Amendment and the established principles that "the preservation of the states, and the maintenance of their governments, are as much within the design and care of the Constitution as the preservation of the Union and the maintenance of the National government." *Texas v. White*, 74 U.S. (7 Wall.) 700, 725 (1869).

Recently, this Court stressed that "ERISA preemption analysis 'must be guided by respect for the separate spheres of governmental authority preserved in our federalist system.' If a state creates no prospect of conflict with a federal statute, there is no warrant for disabling it from attempting to address uniquely local social and economic problems." *Fort Halifax*, 482 U.S. at 19 (citations omitted). In *Fort Halifax*, this Court saved from ERISA preemption a state statute, because it "neither establishe[d], nor require[d] an employer to maintain" an employee benefit plan. *Id.*, 482 U.S. at 6. The "focus of [ERISA] is on the administrative integrity of benefit plans." *Id.*, 482 U.S. at 15. And, "[p]reemption ensures that the administrative practices of a benefit plan will be governed by only a single set of regulations." *Id.*, 482 U.S. at 11.

The court below held Section 220 preempted, even though New York's highest court holds that an employer can satisfy Section 220 without establishing, maintaining, or in any way involving itself or its employees with a fringe benefit plan. Section 220 is nothing more than a

minimum wage law.[5] "The States have traditionally regulated the payment of wages. . . . Absent any indications that Congress intended such far-reaching consequences, we are reluctant to so significantly interfere. . . ." *Massachusetts v. Morash*, 490 U.S. ——, 104 L.Ed.2d 98, 111 (1989). Furthermore, the courts "must presume that Congress did not intend to preempt areas of traditional state regulations." *Metropolitan Life*, 471 U.S. at 740.

Given that ERISA's preemption provision is "not a model of legislative drafting," *Metropolitan Life*, 471 U.S. at 739, this Court has emphasized the use of "common sense" in construing and applying that provision, *id.* Similarly, this Court acknowledges that some state laws are saved from ERISA preemption, because they "may affect employee benefit plans in too tenuous, remote, or peripheral a manner to warrant such a finding," *Shaw v. Delta Air Lines*, 463 U.S. 85, 100 n.21 (1983).

The New York prevailing wage law, like the Massachusetts vacation law in *Morash* and the Maine severance pay law in *Fort Halifax*, does not require that an employer make specific contributions to or in any way participate in any employee benefit plan. Furthermore, New

---

[5] Section 220 is New York's state-level version of the Davis-Bacon Act, 40 U.S.C. § 276a, *et seq.*, which this Court has held to be a minimum wage law, designed for the benefit of construction workers. *Universities Research Assoc. v. Coutu*, 450 U.S. 754, 772 (1981). The Davis-Bacon Act was amended in 1964 to require that the calculation of prevailing wage include the value of fringe benefits prevailing in the applicable jurisdiction. As with Section 220, the Davis-Bacon Act ensures that an employer can provide the prevailing wage rate without actually establishing or providing fringe benefits. The employer is entitled to satisfy the Act by "making payments in cash" directly to the employee. Senate Committee on Labor and Public Welfare, *What H.R. 6041 Does*, S. Rep. No. 963, 88th Cong., 2d Sess. *reprinted in* 1964 *U.S. Code Cong. & Admin. News*, 2339, 2343.

York's prevailing wage law does not attempt to regulate the administration of any employee benefit plan. Consequently, the New York prevailing wage law does not present any of the risks that ERISA preemption was intended to address, and under *Morash* and *Fort Halifax* should not be preempted.

This conclusion is not altered by the fact that the New York law gives employers the options of meeting the statutory requirement by providing "a combination of cash and benefits, or by an equivalent benefit plan" in addition to allowing cash payments directly to employees. *Action Electrical*, 485 N.Y.S.2d at 242. As stated, by Judge Pratt in his dissenting opinion below:

> The fact that employers may choose to comply with the law by providing a different benefit plan or a combination of benefits and cash rather than by simply paying the additional costs as wages, does not render the statute preempted.

891 F.2d at 30 (Pratt, J. dissenting), *citing Shaw v. Delta Air Lines, Inc.*, 263 U.S. 85 (1983). To hold otherwise would yield the truly absurd result that an otherwise valid requirement that a public works contractor pay certain monies directly to his employees would be held preempted, because the state law gave the contractors more options, instead of fewer.

In *Rebaldo v. Cuomo*, 749 F.2d 133 (2d Cir. 1984), the Second Circuit held that a New York law regulating hospital rates was not preempted under ERISA. In so holding, the Second Circuit "analogized to State labor laws that govern working conditions and labor costs," *id.* 749 F.2d at 138, to conclude that a state statute is not preempted that "does not affect the structure, the administration, or the type of benefits provided by an ERISA plan. . . ." *Id.*, 749 F.2d at 139. Then, in *AEtna Life Insurance Co. v. Borges*, 869 F.2d 142, 145 (2d Cir. 1989), the Second Circuit reiterated the point:

> As we noted in *Rebaldo*, many state laws affect the cost and administration of pension plans: labor laws that govern working conditions and labor costs, rent control laws that determine what employee benefit plans pay or receive for rental property, and even highway and bridge tolls charged to plans' officers or employees. "[I]f ERISA is held to invalidate every state action that may increase the cost of operating employee benefit plans, those plans will be permitted a charmed existence that never was contemplated by Congress."

As Judge Pratt noted in his dissenting opinion in the instant case,

> The Majority [did] not attempt to distinguish *Rebaldo* or *AEtna Life* nor . . . could it sensibly do so. New York's prevailing wage statute is a law of general application whose tangential effects on employee benefits plans are negligible and wholly incidental to the law's primary purpose.

891 F.2d at 31 (Pratt, J. dissenting).

ERISA requires that employee benefit plans satisfy certain participation, funding, and vesting requirements, 29 U.S.C. §§ 1051-86; New York's Section 220 touches on none of these. ERISA sets uniform standards for employee benefit plan reporting, disclosure, and fiduciary conduct, 29 U.S.C. §§ 1021-31, 1104-14; New York's Section 220 does not require these of any employee benefit plan. In fact, Section 220 requires nothing to be done by or to employee benefit plans. Nonetheless, the court below invoked ERISA to preempt Section 220.

CONCLUSION

Due to the detrimental effect this decision will have on prevailing wage laws throughout the nation, and because there is no evidence that Congress ever intended to preempt the long-standing policy of New York and more than thirty other states to provide for fair bidding and a minimum level of total compensation on public works projects, the Building and Construction Trades Department urges this Court to review the decision below.

Respectfully submitted,

LAURENCE J. COHEN
TERRY R. YELLIG
SHERMAN, DUNN, COHEN,
LEIFER & YELLIG, P.C.
Suite 801
1125 15th Street, N.W.
Washington, D.C. 20005
(202) 785-9300

GERALD M. FEDER
DAVID R. LEVIN *
FEDER & ASSOCIATES
Suite 600
1350 Connecticut Ave., N.W.
Washington, D.C. 20036
(202) 955-8305

Attorneys for the Building and Construction Trades Department, AFL-CIO

Dated: May 10, 1990

* (Counsel of Record)